



**Kurt E. Floren**  
Agricultural Commissioner  
Director of Weights and Measures

**COUNTY OF LOS ANGELES**

*Department of  
Agricultural Commissioner/  
Weights and Measures*

12300 Lower Azusa Road  
Arcadia, California 91006-5872  
<http://acwm.lacounty.gov>



**Richard K. Iizuka**  
Chief Deputy

June 12, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52 June 12, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVAL OF WEED ABATEMENT FIVE YEAR RENEWAL  
SERVICE AGREEMENTS WITH THE CITIES OF GLENDALE,  
MONTEREY PARK AND PALOS VERDES ESTATES  
(FIRST, FOURTH AND FIFTH DISTRICTS) (3-VOTES)**

**SUBJECT**

The Department of Agricultural Commissioner/Weights and Measures (ACWM) provides weed abatement services for fire prevention as requested by various cities throughout Los Angeles County. The attached agreements will allow ACWM to provide the weed abatement services for the Cities of Glendale, Monterey Park and Palos Verdes Estates upon City request at no net County cost.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve renewal of Weed Abatement Service Renewal Agreements with the Cities of Glendale, Monterey Park and Palos Verdes Estates for weed abatement services for the period of July 1, 2012, through June 30, 2017.
2. Instruct the Chair to sign the Renewal Agreements.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the above action will enable the ACWM to continue to provide weed abatement services for fire prevention as requested by the Cities of Glendale, Monterey Park and Palos Verdes Estates pursuant to the terms of the County's Weed Abatement Agreements from July 1, 2012,

through June 30, 2017.

### **Implementation of Strategic Plan Goals**

Weed Abatement Service Agreements support the County's Strategic Plan Goals of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3).

The timely removal of hazardous weeds, brush, and rubbish for fire prevention provides safety from wildfires and improves the quality of life for residents of contract cities.

### **FISCAL IMPACT/FINANCING**

Services provided by the ACWM are 100% recoverable through property tax assessments, liens and direct billings.

The County will be reimbursed for its expenditures at rates developed and adjusted annually by the ACWM and reviewed by the Auditor-Controller pursuant to statutory limitations.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The terms of the Agreements shall be for a period of five (5) years from July 1, 2012, through June 30, 2017.

The Agreements have been reviewed by County Counsel and are approved as to form.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current services.

### **CONCLUSION**

Three (3) copies of each Agreement are being submitted to your Board for signature. When approved, the ACWM requires two (2) signed copies of each Agreement.

The Honorable Board of Supervisors

6/12/2012

Page 3

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kurt E. Floren', with a long horizontal line extending to the right.

KURT E. FLOREN

Agricultural Commissioner, Director of Weights  
and Measures

KEF:RKl:RBS:fm

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

## WEED ABATEMENT SERVICE

### AGREEMENT

THIS AGREEMENT, dated upon execution by both parties is made by and between the County of Los Angeles, hereinafter referred to as "County," and the CITY OF GLENDALE, hereinafter referred to as "City."

#### RECITALS:

(a) The City is desirous of contracting with the County for the performance of weed abatement functions within its boundaries on unimproved and designated improved properties by the County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures.

(b) The County is agreeable to rendering such weed abatement services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and California Government Code (Government Code) section 51301.

#### THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County agrees, through the Agricultural Commissioner/Director of Weights and Measures, to provide weed abatement services within the corporate limits of the City in accordance with the provisions of Government Code sections 39560 through 39588.

Such services shall encompass the weed abatement duties and functions of the type coming within the jurisdiction of and customarily rendered by the Agricultural Commissioner/Weights and Measures Department of the County of Los Angeles under the Charter of County and the statutes of the State of California.

The level of service shall be the same basic level of weed abatement service that is and shall be hereinafter during the term of this agreement provided for in the unincorporated

areas of the County of Los Angeles by said Agricultural Commissioner/Director of Weights and Measures.

The County shall have the discretion to terminate services on tax default parcels.

The rendition of such services, the standard of performance, and other matters incidental to the performance of such services, and the control of personnel so employed shall remain at the discretion of the County.

The standard for hazardous vegetation clearance shall be equivalent to the Los Angeles County Fire Code, sections 325.2.1 and 325.2.2 being the same that applies in the unincorporated areas of the County of Los Angeles unless some other standard is requested by the City in writing.

2. To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the City Council and other City officer, agents, and employees.

3. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder.

4. The County shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except that the County may subcontract specialized equipment and/or services pursuant to County procurement procedures using a competitive bidding process.

5. No City Employee as such shall be taken over by said County, and no person employed hereunder shall have any City pension, civil service, or any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer

or employee of said City while performing services for said City, which services are within the scope of this agreement and are purely municipal functions.

6. City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the County, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation and/or indemnification to any County employee for any injury or sickness arising out of their employment.

7. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and is hereby made a part of and incorporated into this agreement as if set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

The City understands and agrees that the fire protection indemnity provided in the Government Code sections 850 and 850.2 applies to the County for work pursuant to this agreement.

8. Unless sooner terminated as provided for herein, this agreement shall be effective commencing July 1, 2012 through June 30, 2017.

Notwithstanding the provisions of this paragraph hereinbefore set forth, the City may terminate this agreement as of the thirty-first day of December of any year upon notice in writing to the County on or before September 30 of the same year. The County may terminate this agreement at any time and for any reason upon thirty (30) days prior written notice to the City.

9. The City, acting through its City Council, will perform the necessary functions required of the legislative body to which is referred in Government Code section 39560 through 39588, as they relate to the execution of this Agreement.

10. It is the intent of this agreement that the Agricultural Commissioner/Director of Weights and Measures of the County shall constitute the public officer designated by the City Council to perform the duties imposed by Government Code section 39560(a), and that the City Council of said City shall perform the duties of the legislative body as set forth in said section.

11. If the City fails to adopt a resolution declaring that weeds upon parcels of property located within the City to be a public nuisance pursuant to Government Code section 39571, then the County shall have no obligation to carry out its duties under this agreement until such year that the City does adopt such resolution, unless the City's failure occurs in the final year of this agreement, which shall mean the agreement terminates.

12. For and in consideration of the rendition of the foregoing services by the County, the City agrees that the costs of abating such weeds shall be assessed in the manner set forth in Government Code sections 39573 to 39585, and that upon collection of such assessments, they will be paid over to the County.

13. Each parcel, except tax-exempt parcels, upon which weeds, brush or rubbish are declared to be a public nuisance pursuant to paragraph 9 of this agreement shall be assessed the current Board of Supervisors approved inspection fee whether or not it was necessary to perform abatement work upon the parcel.

14. The parties hereto contemplate that the services of the County are limited to weed abatement work and agree that such services are for no other or additional work.

15. This agreement contains the entire agreement between the County and the City for weed abatement services. This agreement may not be modified except by formal amendment executed by the duly authorized representatives of the parties hereto.

16. Notices regarding this agreement shall be addressed as follows:

COUNTY:

Raymond B. Smith

Deputy Director

Los Angeles County Department of Agricultural Commissioner/

Weights & Measures

12300 Lower Azusa Road

Arcadia, California 91006-5872

CITY:

Ardashes Kassakhian

Office of the City Clerk

City of Glendale

613 E. Broadway

Glendale, CA 91206

IN WITNESS HEREOF, the CITY OF GLENDALE, by motion duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the Chair of said Board and seal of said Board to be affixed thereto and attested by the Clerk of the Board.

CITY OF GLENDALE

By [Signature]  
Mayor

COUNTY OF LOS ANGELES

By [Signature]  
Chair, Los Angeles County

ATTEST:

By [Signature]  
City Clerk

Sachi A. Hamai, Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy JUN 12 2012



I hereby certify that pursuant to  
Section 26103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy JUN 12 2012

APPROVED AS TO FORM  
BY COUNTY COUNSEL:  
ANDREA ORDIN

By [Signature]  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52

JUN 12 2012

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

77771

**AGREEMENT  
FOR WEED ABATEMENT  
BETWEEN  
THE CITY OF COUNTY AND  
THE COUNTY OF LOS ANGELES**

This AGREEMENT is entered into this 12<sup>th</sup> day of June, 2012, by and between the COUNTY OF LOS ANGELES ("COUNTY") and the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY").

1. **RECITALS.** This Agreement is entered into with reference to the following facts and objectives:

- A. CITY requested that COUNTY provide it with weed abatement functions within CITY's boundaries on unimproved and designated improved properties by the County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures.
- B. COUNTY is agreeable to rendering such weed abatement services on the terms and conditions set forth in this Agreement.
- C. This Agreement is authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and Government Code § 51301;
- D. This Agreement is permissible in accordance with Government Code §§ 54980(c) and 54981; and
- E. Both Parties believe it is in the public interest to enter into this Agreement to protect public health, safety, and welfare.

2. **CONSIDERATION.** In consideration of providing the Services, CITY agrees that the Services will be assessed as set forth in Government Code §§ 39573 and 39585, and that upon collection of such assessments, they will be paid over to COUNTY.

3. **COUNTY'S RESPONSIBILITIES.**

- A. COUNTY agrees, through the Agricultural Commissioner/Director of Weights and Measures (the "Commissioner"), to provide weed abatement services ("Services") within the corporate limits of the City in accordance with the provisions of Government Code §§ 39560 through 39588.
- B. The Services encompass all the weed abatement duties and functions of the type within the jurisdiction of and customarily rendered by the Commissioner under applicable law including, without limitation, the COUNTY's Charter.

77772

- C. The Services will be the same basic level of weed abatement service that COUNTY otherwise provides for the unincorporated areas of the County of Los Angeles by the COMMISSIONER.
- D. COUNTY may terminate services on tax default parcels.
- E. Providing the Services, the standard of performance, other matters incidental to the Service's performance and personnel matters related to the Services remain at COUNTY's discretion.
- F. COUNTY will utilize Monterey Park Municipal Code ("MPMC") Chapters 9.87 and 17 as the principal authority regarding weed abatement requirements.
- G. COUNTY may perform the Services with resources available within its own organization and no portion of the work can be subcontracted, except that COUNTY may subcontract specialized equipment and/or services pursuant to COUNTY procurement procedures utilizing a competitive bidding process.
- H. To the best of its abilities, and using the information provided by CITY, COUNTY will attempt to provide weed abatement services on improved parcels known or suspected to contain hazardous weeds and brush. The inherent difficulty in gaining access for inspection of improved parcels will mean that hazards could go undetected. In any case, all parcels upon which services are attempted will be assessed the current COUNTY inspection fee.
- I. If CITY fails to adopt a resolution declaring that weeds upon real property located with CITY's jurisdiction are public nuisances (as provided by Government Code § 39571) then COUNTY does not have an obligation to perform the Services until such time as CITY adopts a resolution. Notwithstanding the foregoing, if CITY's failure occurs in the final year of this Agreement then the Agreement automatically terminates.
- J. Each parcel, unless they are tax-exempt, upon which weeds, brush or rubbish are declared to be a public nuisance pursuant to the resolution passed by the City Council as required in 4(A) of this Agreement, shall be assessed the current Board of Supervisors approved inspection fee whether or not it was necessary to perform abatement work on the parcel.
- K. Commissioner constitutes the public officer designated by CITY's City Council to perform the duties set forth in Government Code § 39560(a); CITY's City Council will perform the duties of the legislative body set forth in Government Code § 39560(a).

#### **4. CITY'S RESPONSIBILITIES.**

- A. CITY, acting through its City Council, will perform the necessary functions

required of the legislative body to which is referred in Government Code §§ 39560 through 39588, as they relate to the operation of this Agreement.

- B. CITY will provide COUNTY with full cooperation and assistance in providing the Services;
- C. CITY will, upon COUNTY's request, acquire administrative warrants in accordance with applicable law allowing COUNTY to perform Services as required. Abatement proceedings may be postponed by COUNTY until CITY acquires an administrative warrant.
- D. For the purpose of performing such services and functions, and for the purpose of giving official status to the performance of the Services where necessary, every County officer and employee engaged in the performance of the Services is deemed to be a CITY officer while performing the Services for CITY, when services are within the scope of this agreement and are purely municipal functions.

**5. EMPLOYMENT OF PERSONNEL.**

- A. CITY employees cannot be deemed a COUNTY employee for any purpose. COUNTY is solely responsible for all salary, benefits, workers' compensation, and insurance for its employees, and COUNTY is responsible for all supervisory, disciplinary and other employment related purposes.
- B. Notwithstanding any other part of this Agreement, CITY is not liable for any direct payment of a COUNTY employee's salaries, wages, or any other compensation, or for any liability other than that provided for in this Agreement.

**6. INDEMNIFICATION.** The Parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and is hereby made a part of and incorporated into this agreement as if set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

**7. PUBLIC RECORDS ACT.** The Parties acknowledge that they are public entities subject to the Public Records Act (Government Code §§ 6250-6276.48) and that this Agreement, and documents ancillary to this Agreement, must generally be disclosed upon request.

8. **TERM.** The initial term of this Agreement will be from July 1, 2012 to June 30, 2017, unless terminated earlier pursuant to Section 9 of this Agreement.

9. **TERMINATION.** CITY may terminate this Agreement effective December 31<sup>st</sup> of any year during the term upon providing COUNTY with written notice on or before September 30<sup>th</sup> of any year. COUNTY may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice.

10. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CITY:

City of Monterey Park  
320 W. Newmark Ave.  
Monterey Park, CA 91754  
Attn: Jim Basham  
Community Development Director

If to COUNTY:

Los Angeles County, Agricultural  
Commissioner/Weights & Measures  
12300 Lower Azusa Road.  
Arcadia, CA 91006  
Attn: Raymond B. Smith  
Deputy Director/Bureau Chief

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

11. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

12. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement may not be modified except by formal amendment executed by the duly authorized representatives of the parties hereto. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.


13. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.


14. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

15. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which so executed WILL irrespective of the date of its execution of delivery be deemed an original, and all such counterparts together constitute one and the same instrument. IN WITNESS HEREOF, the CITY OF MONTEREY PARK, by motion duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the Chair of said Board and seal of said Board to be affixed thereto and attested by the Clerk of the Board.

COUNTY OF LOS ANGELES


CITY OF MONTEREY PARK

  
Chairperson

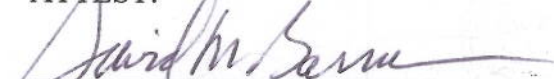
  
Mayor



ATTEST:


  
Sachi A. Hamai, Executive Officer  
Clerk of the Board of Supervisors JUN 12 2012

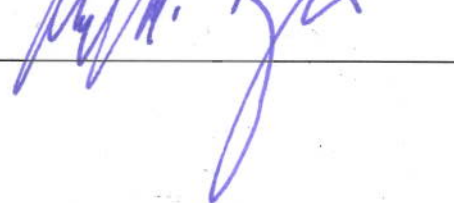
ATTEST:

  
David Barron,  
City Clerk

APPROVED AS TO FORM  
BY COUNTY COUNSEL:  
ANDREA ORDIN

APPROVED AS TO FORM:  
MARK D. HENSLEY, City Attorney

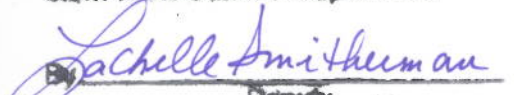
By:   
Deputy

By: 



I hereby certify that pursuant to  
Section 26103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

  
Deputy JUN 12 2012

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52

JUN 12 2012

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

77772

## WEED ABATEMENT SERVICE

### AGREEMENT

THIS AGREEMENT, dated upon execution by both parties is made by and between the County of Los Angeles, hereinafter referred to as "County," and the CITY OF PALOS VERDES ESTATES, hereinafter referred to as "City."

#### RECITALS:

(a) The City is desirous of contracting with the County for the performance of weed abatement functions within its boundaries on unimproved and designated improved properties by the County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures.

(b) The County is agreeable to rendering such weed abatement services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and California Government Code (Government Code) section 51301.

#### THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County agrees, through the Agricultural Commissioner/Director of Weights and Measures, to provide weed abatement services within the corporate limits of the City in accordance with the provisions of Government Code sections 39560 through 39588.

Such services shall encompass the weed abatement duties and functions of the type coming within the jurisdiction of and customarily rendered by the Agricultural Commissioner/Weights and Measures Department of the County of Los Angeles under the Charter of County and the statutes of the State of California.

The level of service shall be the same basic level of weed abatement service that is and shall be hereinafter during the term of this agreement provided for in the unincorporated

areas of the County of Los Angeles by said Agricultural Commissioner/Director of Weights and Measures.

The County shall have the discretion to terminate services on tax default parcels.

The rendition of such services, the standard of performance, and other matters incidental to the performance of such services, and the control of personnel so employed shall remain at the discretion of the County.

The standard for hazardous vegetation clearance shall be equivalent to the Los Angeles County Fire Code, sections 325.2.1 and 325.2.2 being the same that applies in the unincorporated areas of the County of Los Angeles unless some other standard is requested by the City in writing.

2. To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the City Council and other City officer, agents, and employees.

3. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder.

4. The County shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except that the County may subcontract specialized equipment and/or services pursuant to County procurement procedures using a competitive bidding process.

5. No City Employee as such shall be taken over by said County, and no person employed hereunder shall have any City pension, civil service, or any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer

or employee of said City while performing services for said City, which services are within the scope of this agreement and are purely municipal functions.

6. City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the County, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation and/or indemnification to any County employee for any injury or sickness arising out of their employment.

7. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and is hereby made a part of and incorporated into this agreement as if set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

The City understands and agrees that the fire protection indemnity provided in the Government Code sections 850 and 850.2 applies to the County for work pursuant to this agreement.

8. Unless sooner terminated as provided for herein, this agreement shall be effective commencing July 1, 2012 through June 30, 2017.

Notwithstanding the provisions of this paragraph hereinbefore set forth, the City may terminate this agreement as of the thirty-first day of December of any year upon notice in writing to the County on or before September 30 of the same year. The County may terminate this agreement at any time and for any reason upon thirty (30) days prior written notice to the City.

9. The City, acting through its City Council, will perform the necessary functions required of the legislative body to which is referred in Government Code section 39560 through 39588, as they relate to the execution of this Agreement.

10. It is the intent of this agreement that the Agricultural Commissioner/Director of Weights and Measures of the County shall constitute the public officer designated by the City Council to perform the duties imposed by Government Code section 39560(a), and that the City Council of said City shall perform the duties of the legislative body as set forth in said section.

11. If the City fails to adopt a resolution declaring that weeds upon parcels of property located within the City to be a public nuisance pursuant to Government Code section 39571, then the County shall have no obligation to carry out its duties under this agreement until such year that the City does adopt such resolution, unless the City's failure occurs in the final year of this agreement, which shall mean the agreement terminates.

12. For and in consideration of the rendition of the foregoing services by the County, the City agrees that the costs of abating such weeds shall be assessed in the manner set forth in Government Code sections 39573 to 39585, and that upon collection of such assessments, they will be paid over to the County.

13. Each parcel, except tax-exempt parcels, upon which weeds, brush or rubbish are declared to be a public nuisance pursuant to paragraph 9 of this agreement shall be assessed the current Board of Supervisors approved inspection fee whether or not it was necessary to perform abatement work upon the parcel.

14. The parties hereto contemplate that the services of the County are limited to weed abatement work and agree that such services are for no other or additional work.

15. This agreement contains the entire agreement between the County and the City for weed abatement services. This agreement may not be modified except by formal amendment executed by the duly authorized representatives of the parties hereto.

16. Notices regarding this agreement shall be addressed as follows:

COUNTY:

Raymond B. Smith

Deputy Director

Los Angeles County Department of Agricultural Commissioner/

Weights & Measures

12300 Lower Azusa Road

Arcadia, California 91006-5872

CITY:

Vickie Kroneberger

Office of the City Clerk

City of Palos Verdes Estates

340 Palos Verdes Dr. West

Palos Verdes Estates, CA 90274

IN WITNESS WHEREOF, the CITY OF PALOS VERDES ESTATES, by motion duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the Chair of said Board and seal of said Board to be affixed thereto and attested by the Clerk of the Board.

CITY OF PALOS VERDES ESTATES

By

Mayor George F. Bird, Jr.

COUNTY OF LOS ANGELES

By

Chair, Los Angeles County

ATTEST:

By

City Clerk Judy Smith

Sachi A. Hamai, Executive Officer  
Clerk of the Board of Supervisors

By

Deputy

JUN 12 2012



I hereby certify that pursuant to  
Section 26103 of the Government Code,  
delivery of this document has been made

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By

Deputy

JUN 12 2012

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

52

JUN 12 2012

APPROVED AS TO FORM  
BY COUNTY COUNSEL:  
ANDREA ORDIN

By

Deputy

SACHI A. HAMAI  
EXECUTIVE OFFICER